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12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14

15 RICHARD DEPROSPO, an  
16 individual,

17 Plaintiff,

18 v.

19 STERN BROTHERS & CO., a  
20 Missouri corporation, and Does 1-50,  
inclusive,

21 Defendants.  
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Case No. 2:18-cv-10315 MWF(AGR<sub>x</sub>)

*Assigned to the Hon. Michael W.  
Fitzgerald, Courtroom 5A*

**ORDER GRANTING STIPULATED  
PROTECTIVE ORDER**

State Complaint Filed: October 11, 2018  
Date of Removal: December 13, 2018  
Trial Date: February 4, 2020

1 Pursuant to Fed. R. Civ. P. 26(c), the parties to this lawsuit, through  
2 undersigned counsel, jointly submit this Stipulated Protective Order to govern the  
3 handling of information and materials produced in the course of discovery or filed  
4 with the Court in this action.

5 1. A. PURPOSES AND LIMITATIONS

6 Discovery in this action is likely to involve production of confidential,  
7 proprietary or private information for which special protection from public  
8 disclosure and from use for any purpose other than prosecuting this litigation may  
9 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
10 enter the following Stipulated Protective Order. The parties acknowledge that this  
11 Order does not confer blanket protections on all disclosures or responses to  
12 discovery and that the protection it affords from public disclosure and use extends  
13 only to the limited information or items that are entitled to confidential treatment  
14 under the applicable legal principles.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve sensitive third-party personnel information,  
17 customer lists, and other valuable development, commercial, financial, technical  
18 and/or proprietary information for which special protection from public disclosure  
19 and from use for any purpose other than prosecution of this action is warranted.  
20 Such confidential and proprietary materials and information consist of, among other  
21 things, (a) confidential business or financial information, information regarding  
22 confidential business practices, or other confidential research, development, or  
23 commercial information (including information implicating privacy rights of third  
24 parties), (b) financial, compensation, employment, benefits, and tax documents  
25 belonging to plaintiff and non-parties to this litigation, (c) personnel information  
26 including disciplinary actions and performance ratings of non-parties to this  
27 litigation; (d) personal identifying information, including but not limited to the  
28 home addresses, telephone numbers, ages of past or present employees of

1 Defendant; and (e) information otherwise generally unavailable to the public, or  
2 which may be privileged or otherwise protected from disclosure under state or  
3 federal statutes, court rules, case decisions, or common law.

4 Accordingly, to expedite the flow of information, to facilitate the prompt  
5 resolution of disputes over confidentiality of discovery materials, to adequately  
6 protect information the parties are entitled to keep confidential, to ensure that the  
7 parties are permitted reasonable necessary uses of such material in preparation for  
8 and in the conduct of trial, to address their handling at the end of the litigation, and  
9 serve the ends of justice, a protective order for such information is justified in this  
10 matter. It is the intent of the parties that information will not be designated as  
11 confidential for tactical reasons and that nothing be so designated without a good  
12 faith belief that it has been maintained in a confidential, non-public manner, and  
13 there is good cause why it should not be part of the public record of this case.

14 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
15 SEAL

16 The parties further acknowledge, as set forth in Section 12.3, below, that this  
17 Stipulated Protective Order does not entitle them to file confidential information  
18 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
19 and the standards that will be applied when a party seeks permission from the court  
20 to file material under seal.

21 There is a strong presumption that the public has a right of access to judicial  
22 proceedings and records in civil cases. In connection with non-dispositive motions,  
23 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
24 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
25 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
26 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
27 require good cause showing), and a specific showing of good cause or compelling  
28 reasons with proper evidentiary support and legal justification, must be made with

1 respect to Protected Material that a party seeks to file under seal. The parties' mere  
2 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
3 without the submission of competent evidence by declaration, establishing that the  
4 material sought to be filed under seal qualifies as confidential, privileged, or  
5 otherwise protectable—constitute good cause.

6 Further, if a party requests sealing related to a dispositive motion or trial,  
7 then compelling reasons, not only good cause, for the sealing must be shown, and  
8 the relief sought shall be narrowly tailored to serve the specific interest to be  
9 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
10 2010). For each item or type of information, document, or thing sought to be filed  
11 or introduced under seal in connection with a dispositive motion or trial, the party  
12 seeking protection must articulate compelling reasons, supported by specific facts  
13 and legal justification, for the requested sealing order. Again, competent evidence  
14 supporting the application to file documents under seal must be provided by  
15 declaration.

16 Any document that is not confidential, privileged, or otherwise protectable in  
17 its entirety will not be filed under seal if the confidential or identifying  
18 portions/information can be redacted. If documents can be redacted, then a redacted  
19 version for public viewing, omitting only the confidential, privileged, or otherwise  
20 protectable portions of the document, shall be filed. Any application that seeks to  
21 file documents under seal in their entirety should include an explanation of why  
22 redaction is not feasible.

## 23 2. DEFINITIONS

24 2.1 Action: this pending federal lawsuit.

25 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
26 of information or items under this Order.

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1           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
4 the Good Cause Statement.

5           2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
6 their support staff).

7           2.5 Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6 Disclosure or Discovery Material: all items or information, regardless of  
11 the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced  
13 or generated in disclosures or responses to discovery in this matter.

14          2.7 Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8 In-House Counsel: attorneys who are employees of a party to this  
18 Action. In-House Counsel does not include Outside Counsel of Record or any other  
19 outside counsel.

20          2.9 Non-Party: any natural person, partnership, corporation, association or  
21 other legal entity not named as a Party to this action.

22          2.10 Outside Counsel of Record: attorneys who are not employees of a party  
23 to this Action but are retained to represent or advise a party to this Action and have  
24 appeared in this Action on behalf of that party or are affiliated with a law firm that  
25 has appeared on behalf of that party, and includes support staff.

26          2.11 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2       Discovery Material in this Action.

3           2.13 Professional Vendors: persons or entities that provide litigation support  
4       services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5       demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6       and their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that is  
8       designated as “CONFIDENTIAL.”

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10      from a Producing Party.

11    3.     SCOPE

12           The protections conferred by this Stipulation and Order cover not only  
13       Protected Material (as defined above), but also (1) any information copied or  
14       extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15       compilations of Protected Material; and (3) any testimony, conversations, or  
16       presentations by Parties or their Counsel that might reveal Protected Material.  
17       Any use of Protected Material at trial shall be governed by the orders of the trial  
18       judge. This Order does not govern the use of Protected Material at trial.

19    4.     DURATION

20           Once a case proceeds to trial, information that was designated as  
21       CONFIDENTIAL or maintained pursuant to this protective order used or  
22       introduced as an exhibit at trial becomes public and will be presumptively available  
23       to all members of the public, including the press, unless compelling reasons  
24       supported by specific factual findings to proceed otherwise are made to the trial  
25       judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing  
26       “good cause” showing for sealing documents produced in discovery from  
27       “compelling reasons” standard when merits-related documents are part of court  
28

record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

## 5. DESIGNATING PROTECTED MATERIAL

### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend



1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
2 contains protected material. If only a portion of the material on a page qualifies for  
3 protection, the Producing Party also must clearly identify the protected portion(s)  
4 (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated  
7 which documents it would like copied and produced. During the inspection and  
8 before the designation, all of the material made available for inspection shall be  
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
10 documents it wants copied and produced, the Producing Party must determine  
11 which documents, or portions thereof, qualify for protection under this Order.  
12 Then, before producing the specified documents, the Producing Party must affix the  
13 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
14 portion of the material on a page qualifies for protection, the Producing Party also  
15 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
16 in the margins).

17 (b) for testimony given in depositions that the Designating Party  
18 identifies the Disclosure or Discovery Material on the record, before the close of  
19 the deposition all protected testimony.

20 (c) for information produced in some form other than documentary  
21 and for any other tangible items, that the Producing Party affix in a prominent place  
22 on the exterior of the container or containers in which the information is stored the  
23 legend “CONFIDENTIAL.” If only a portion or portions of the information  
24 warrants protection, the Producing Party, to the extent practicable, shall identify the  
25 protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such



1 material. Upon timely correction of a designation, the Receiving Party must make  
2 reasonable efforts to assure that the material is treated in accordance with the  
3 provisions of this Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time that is consistent with the Court's  
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37-1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on  
11 the Designating Party. Frivolous challenges, and those made for an improper  
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
13 parties) may expose the Challenging Party to sanctions. Unless the Designating  
14 Party has waived or withdrawn the confidentiality designation, all parties shall  
15 continue to afford the material in question the level of protection to which it is  
16 entitled under the Producing Party's designation until the Court rules on the  
17 challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
20 disclosed or produced by another Party or by a Non-Party in connection with this  
21 Action only for prosecuting, defending or attempting to settle this Action. Such  
22 Protected Material may be disclosed only to the categories of persons and under the  
23 conditions described in this Order. When the Action has been terminated, a  
24 Receiving Party must comply with the provisions of section 13 below (FINAL  
25 DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a  
27 location and in a secure manner that ensures that access is limited to the persons  
28 authorized under this Order.

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this Action,  
6 as well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8           (b) the officers, directors, and employees (including House  
9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
10 Action;

11           (c) Experts (as defined in this Order) of the Receiving Party to  
12 whom disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14           (d) the court and its personnel;

15           (e) court reporters and their staff;

16           (f) professional jury or trial consultants, mock jurors, and  
17 Professional Vendors to whom disclosure is reasonably necessary for this Action  
18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
19 A);

20           (g) the author or recipient of a document containing the information  
21 or a custodian or other person who otherwise possessed or knew the information;

22           (h) during their depositions, witnesses, and attorneys for witnesses,  
23 in the Action to whom disclosure is reasonably necessary provided: (1) the  
24 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
25 and (2) they will not be permitted to keep any confidential information unless they  
26 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
27 otherwise agreed by the Designating Party or ordered by the court. Pages of  
28 transcribed deposition testimony or exhibits to depositions that reveal Protected

1 Material may be separately bound by the court reporter and may not be disclosed to  
2 anyone except as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting  
4 personnel, mutually agreed upon by any of the parties engaged in settlement  
5 discussions.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such  
12 notification shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or  
14 order to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification shall include  
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party  
20 served with the subpoena or court order shall not produce any information  
21 designated in this action as “CONFIDENTIAL” before a determination by the court  
22 from which the subpoena or order issued, unless the Party has obtained the  
23 Designating Party’s permission. The Designating Party shall bear the burden and  
24 expense of seeking protection in that court of its confidential material and nothing  
25 in these provisions should be construed as authorizing or encouraging a Receiving  
26 Party in this Action to disobey a lawful directive from another court.

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
5 information produced by Non-Parties in connection with this litigation is protected  
6 by the remedies and relief provided by this Order. Nothing in these provisions  
7 should be construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery  
9 request, to produce a Non-Party’s confidential information in its possession, and the  
10 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the  
13 Non-Party that some or all of the information requested is subject to a  
14 confidentiality agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the  
16 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
17 reasonably specific description of the information requested; and

18 (3) make the information requested available for inspection  
19 by the Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within  
21 14 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party’s confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court. The parties agree to  
9 meet and confer to determine if non-material information can be redacted to protect  
10 the identity of third parties which would allow for the filing of sensitive third party  
11 information (i.e., redact names and addresses).

12 13. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60  
14 days of a written request by the Designating Party, each Receiving Party must  
15 return all Protected Material to the Producing Party or destroy such material. As  
16 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
17 compilations, summaries, and any other format reproducing or capturing any of the  
18 Protected Material. Whether the Protected Material is returned or destroyed, the  
19 Receiving Party must submit a written certification to the Producing Party (and, if  
20 not the same person or entity, to the Designating Party) by the 60 day deadline that  
21 (1) identifies (by category, where appropriate) all the Protected Material that was  
22 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
23 copies, abstracts, compilations, summaries or any other format reproducing or  
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
25 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
26 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
27 and trial exhibits, expert reports, attorney work product, and consultant and expert  
28 work product, even if such materials contain Protected Material. Any such archival

1 copies that contain or constitute Protected Material remain subject to this Protective  
2 Order.

3 14. VIOLATION

4 Any violation of this Order may be punished by appropriate measures  
5 including, without limitation, contempt proceedings and/or monetary sanctions.  
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8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9 DATED: October 10, 2019

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12 Alicia G. Rosenberg  
13 United States Magistrate Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty  
of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on [date] in the case of ***DeProspo v. Stern Brothers, Case No. 2:18-cv-***  
**10315 MWF(AGRx)**. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print  
or type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

1 **PROOF OF SERVICE**

2 I, Melanie L. Duncan, declare:

3 I am a citizen of the United States and employed in Los Angeles County,  
4 California. I am over the age of eighteen years and not a party to the within-entitled  
5 action. My business address is 1888 Century Park E., Suite 1700, Los Angeles,  
6 California 90067-1721. On October 9, 2019, I served a copy of the within  
7 document(s):

8 **[PROPOSED] ORDER GRANTING STIPULATED PROTECTIVE ORDER**

- 9 ☒ by placing the document(s) listed above in a sealed envelope with postage  
10 thereon fully prepaid, in the United States mail at Los Angeles, California  
11 addressed as set forth below.  
12 ☐ by placing the document(s) listed above in a sealed FedEx envelope, affixing  
13 a pre-paid air bill, causing it to be delivered to a FedEx agent for delivery.  
14 ☐ by transmitting via e-mail or electronic transmission the document(s) listed  
15 above to the person(s) at the e-mail address(es) set forth below.

14 Amelia Alvarez, Esq.  
15 Marvin Krakow, Esq.  
16 Alexander Krakow & Glick LLP  
17 1900 Avenue of the Stars, Suite 900  
Los Angeles, CA 90067-4310

18 I am readily familiar with the firm's practice of collection and processing  
19 correspondence for mailing. Under that practice it would be deposited with the  
20 U.S. Postal Service on that same day with postage thereon fully prepaid in the  
21 ordinary course of business. I am aware that on motion of the party served, service  
22 is presumed invalid if postal cancellation date or postage meter date is more than  
23 one day after date of deposit for mailing in affidavit.

24 I declare that I am employed in the office of a member of the bar of this court  
25 at whose direction the service was made.

26 Executed on October 9, 2019, at Los Angeles, California.

27 \_\_\_\_\_  
28 Melanie L. Duncan